

AUSTRALIA NEW ZEALAND SOUTH PACIFIC ISLANDS AGREEMENT

A Cooperative Working Agreement

FMC AGREEMENT NO. 201295-001

Original Effective Date: May 27, 2019

Expiration Date: None

ARTICLE 1: NAME OF AGREEMENT

The full name of this Agreement is the Australia New Zealand South Pacific Islands Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the Parties to share vessels with one another, charter and exchange space on one another's vessels, and to coordinate and cooperate with respect to the Parties' transportation services and operations in order to achieve operating efficiencies and cost savings, optimize vessel utilization, and provide high quality service to the shipping public in the Trade.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

~~PDL INTERNATIONAL PTE LTD~~ NEPTUNE PACIFIC DIRECT LINE PTE. LTD. (NPDL)
~~140 Cecil Street, #03-00, PIL Building~~ 8 Wilkie Road, #03-01
~~Singapore, Singapore 069540~~ Wilkie Edge, Singapore, 228095

~~ANL SINGAPORE PTE LTD DBA SOFRANA~~ SINGAPORE PTE LTD DBA SOFRANA ANL (referred to herein as ANL SOFRANA)
9 North Buona Vista Drive, ~~#03-02~~ #14-01
The Metropolis, Tower I
Singapore, 138588

Pacific FORUM LINE (GROUP) LIMITED (PFL)
P.O. Box 782
Port Vila, Vanuatu

Neptune Pacific Line, Inc. (NPL)
Law Partners House, Box 212
Port Vila, Vanuatu

(each hereinafter referred to individually as a "Party," and collectively as "the Parties")

~~(each hereinafter referred to individually as a "Party," and collectively as "the Parties")~~

ARTICLE 4: GEOGRAPHIC SCOPE

This Agreement covers the trade between ports in Australia, New Zealand, New Caledonia, Vanuatu, Fiji, Tonga, and Samoa, on the one hand, and American Samoa, on the other hand, as well as related intermodal service to and from inland points via such ports (the "Trade"). The inclusion of any non-U.S. trades in this Agreement shall not bring such non-U.S. trades under the jurisdiction of the U.S. Federal Maritime Commission or entitle the Parties hereto to immunity from the U.S. antitrust laws with respect to such non-U.S. trades.

ARTICLE 5: AGREEMENT AUTHORITY

5.1. The Parties are authorized to meet together, discuss, reach agreement and take all actions deemed necessary or appropriate by the Parties to implement or effectuate any agreement regarding sharing of vessels, chartering or exchange of space, and related coordination and cooperative activities pertaining to their operations and services, and related equipment, vessels and facilities in the Trade. It is initially contemplated that the Parties will deploy a total of three (3) vessels, each with an approximate capacity of 400 TEUs, on two services referred to as the AUSPAC and SOUTHPAC services (collectively, the "Services"). The AUSPAC service begins and ends in Australia with calls in New Caledonia, Vanuatu, Fiji, American Samoa, Samoa, and Tonga. The SOUTHPAC service begins and ends in New Zealand with calls in American Samoa, Samoa, and Tonga. NPL and PFL will operate one (1) vessel each on the AUSPAC service, and ~~PDL~~ NPDL will operate one (1) vessel on the SOUTHPAC service. The Parties may modify their deployment on the Services to between two (2) and six (6) total vessels and the TEU capacities of these vessels by up to fifty percent without amendment to this Agreement.

discuss and agree upon cash flow procedures, share net losses and/or divide the net income from the pool among themselves pursuant to formulas and with such frequency as they may agree from time to time.

(b) The pool shares in the AUSPAC Service will be apportioned as follows:

PFL	30%
NPL	32%
PDL <u>NPDL</u>	27%
ANL SOFRANA	11%

(c) ~~The pool shares in~~ Revenues and costs from the SOUTHPAC Service service will not be apportioned as follows: pooled and NPDL shall sell slots to the other parties using the SOUTHPAC service pursuant to Articles 5.1 and 5.2 of this Agreement.

PDL	55%
ANL SOFRANA	15%
PFL	30%

(d) The pooling of revenues and costs for the AUSPAC service under this Agreement shall be administered by a pool manager employed by NPL. ~~The pooling of revenues and costs for the SOUTHPAC service under this Agreement shall be administered by a pool manager employed by PDL.~~ Notwithstanding the provisions of Paragraph 5.6(b) of this Agreement, the Parties are authorized to submit, disclose, and share relevant revenue and cost data by means of manifest summaries reflecting shipments carried on the AUSPAC and ~~SOUTHPAC services~~ service, with the ~~respective pool managers~~

manager for the AUSPAC and SOUTHPAC services. The manifest summaries submitted to the pool
~~managers~~ manager for the purposes of pooling shall not contain any shipper-specific or consignee-
specific information. Revenue

and cost information disclosed to the ~~respective pool managers~~ manager for the AUSA and SOUTH PAC services service shall be used for the sole purpose of administering the pooling of revenues and costs under this Agreement and shall not be used for any other purpose.

5.9 Each Party shall operate under its own name, issue its own bill of lading, publish its own tariff and shall collect its own freights. Each Party shall be responsible for marketing its own interests in the Services. The Parties shall not be deemed to be a joint service and shall maintain separate sales organizations. In addition, the Parties shall be independent contractors in relation to one another and no Party shall be deemed to be the agent of another.

5.10 It is understood that the vessels to be operated by the Parties in the Trade or any substitute vessels will be contributed to provide an adequate, economic, and efficient shipping service in the Trade to maintain the Minimum Capacity and Service Levels negotiated as required with designated shipper bodies in Australia. It is also understood that in order to provide such an adequate, economic, and efficient shipping service in the Trade to maintain Minimum Capacity and Service Levels, it is necessary for the Parties' vessel utilizations to be maximized. Accordingly, no Party or any parent, subsidiary, or affiliate of a Party may operate any direct, relay, or transshipment service in the Trade that competes with the Services operated hereunder, except as may be otherwise provided by a majority vote of all the Parties.

5.11 The Parties are authorized to enter into implementing arrangements, writings, understandings, procedures and documents within the scope of the authorities set forth in this Article 5 in order to carry out the authorities and purpose hereof; provided, however, that any further specific agreements reached pursuant to the authority contained herein which are not exempt from filing shall be filed with the U.S. Federal Maritime Commission to the extent legally required under the Shipping Act of 1984.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this first revised Agreement to be executed by their duly authorized representatives as of this ____ day of ~~December~~ January 2018 2021.

~~PDL INTERNATIONAL PTE LTD~~ NEPTUNE PACIFIC DIRECT LINE PTE. LTD.

By: _____

Name: _____

Title: _____

~~ANL SINGAPORE PTE LTD dba SOFRANA ANL PTE LTD~~

By: _____

Name: _____

Title: _____

PACIFIC FORUM LINE (GROUP) LIMITED

By: _____

Name: _____

Title: _____

NEPTUNE PACIFIC LINES, INC.

By: _____

Name: _____

Title: _____

#368545